2295

भारतीय गैर न्यायिक

भारत INDIA

रु. 500 FIVE HUNDRED RUPEES

पाँच सौ रुपये Rs. 500

सत्यमेव जयते

INDIA NON JUDICIAL

महाराष्ट्र MAHARASHTRA ◐ 2023 ◐ CC 022388.

21 SEP 2023

Notary

N. R. S. No. 2295/2023
Dt 03.10.2023

DEED OF PARTNERSHIP
OF
LIFESTYLE HOME SPACES

This Deed of partnership is executed on this 03rd day of October,2023 amongst the following partners namely :-

1) **Rajesh Kamlaprasad Mishra**
Aged about 49 years
Resident of Plot no. 1, House No. 1,
Balkrushna Lalji Mandir, Govardhan Dham Mandir,
Near Satidham Mandir, Near Rallies Plot,
Amravati – 444601, Maharashtra.

Adv. J. G. Sable AMRAVATI DIST REGD.No.15406 EXPIRY DT. 12-11-2024 NOTARY GOVT OF INDIA

JAYANT G. SABLE ADV. & NOTARY GOVT. OF INDIA Navsari, Amravati (MS) M-9766697651

Rajesh K. Mishra

Amit Talada

1 Manui

Notary

2) **Amit Ashok Talda**
Aged about 34 years
Resident of Plot no. 8, House No. 8,
Near Chintamani Coaching Classes,
Shankar Nagar Road,
Shubham Colony, Amravati – 444606, Maharashtra.

AND

3) **Manvi Amit Talda**
Aged about 34 years
Resident of Plot no. 8, House No. 8,
Near Chintamani Coaching Classes,
Shankar Nagar Road,
Shubham Colony, Amravati – 444606, Maharashtra.

(which expression shall unless it be repugnant to the context or meaning there of shall mean and include their heirs, executors, administrators and assignee's)

ARY
G. Sable
ATI DIST
No.15406
IRY DT.
11-2024
OF INDIA

AND WHEREAS the above partners have come together with common interest to carry on business in partnership of Dealing in Land and/or Building and/or to work as Developers, Builders & Contractors i.e. Construction of Residential and/or Commercial Buildings, Redevelopment Projects, undertaking contract works, TDR sale etc. under the name and styled as "**LIFESTYLE HOME SPACES**". The registered office of the above firm shall be located at Shop no. 12/13/14/15, Balkrishnalalji Mandir Trust, Rallies Plot, Amravati – 444601, Maharashtra.

Now this deed witnessess the partners as mentioned above do hereby out of free will and consent agreed to and confirm the terms and conditions of the partnership as under:-

1. THAT the partnership firm shall carry on the business of Dealing in Land and/or Building and/or to work as Developers, Builders & Contractors i.e. Construction of Residential and/or Commercial Buildings, Redevelopment Projects, undertaking contract works, TDR sale etc. With mutual consent between the partners the partnership firm can do any other business also.

Yavant Sable
YANT G. SABLE
ADV. & NOTARY
GOVT. OF INDIA
vsari, Amravati (MS)
M-9766697651

2. THAT the activities of the firm shall commence and shall be deemed to have been commenced with effect from 03rd day of October 2023.

3. THAT the duration of the firm shall be "**AT WILL**".

Rajesh K. Mishra Amit Talada Manvi

Notary

4. THAT the activities of the partnership firm shall be carried on under the firm name known & styled as **"LIFESTYLE HOME SPACES".**The principal place of the firm's business shall be at Shop no. 12/13/14/15, Balkrishnalalaji Mandir trust, Rallies Plot, Amravati – 444601, Maharashtra with an option to open branches anywhere else, either in the firms name or in other name as may be decided by all the partners from time to time.

5. THAT the firm shall observe the period from 01st April to 31st March as the "Financial Year" for the purpose of accounts and the book of accounts shall be maintained regularly as per the accounting year in such form and manner as may be agreed upon by all the partners from time to time. The books of accounts so maintained shall be open to inspection to all the Partners or their duly authorized agent who shall be entitled to take copies of account etc., as may be required.

6. THAT the fixed capital of firm will be Rs. 50,000/- (Rupees Fifty Thousand only) and any additional fund as required by the firm, will be arranged or shall be contributed by the partners as and when required.

ARY G. Sable ATI DIST No.15406 RY DT. 11-2024 OF INDIA

7. THAT the parties hereto shall be true and faithful to each other and shall not do or cause to be done anything which may be detrimental to the interest of the firm.

8. THAT the partners shall further contribute the capital as may be necessary for the said Firm business. Partner's shall be entitled for interest on Capital a/c, Current a/c & Loan a/c or in any other account, contributed by them at @ 12% p.a. or at lower rate or at NIL rate as may be mutually decided by the Partners from time to time. Such interst shall be calculated and credited to the account of each partner at the close of accouting year.

9. THAT the firm shall avail Term Loan, Cash Credit limit and / or any other loan from Financial Institutions, nationalized banks and / or Co- operative bank and / or from any other party with the mutual consent of all the Partners and under the signatures of all the Partners jointly.

Jawaat Sable
ANT G. SABLE
ADV. & NOTARY
GOVT. OF INDIA
...vsari, Amravati (MS)
M-9766697651

10. THAT all the Partners shall be the working partners of the firm and accordingly they have agreed to actively involve themselves in the conduct of the business and all the Partners shall be entitled to remuneration in the following ratio of the book profit of the firm :-

Rajesh. K. Mishra Amit Talada Manu

Notary

NAME OF THE PARTNERS	SALARY RATIO
1) Rajesh Kamalaprasad Mishra	50.00 %
2) Amit Ashok Talda	25.00 %
3) Manvi Amit Talda	25.00 %
	100.00 %

EXPLANATION :-

A) For the purpose of calculating working partner's remuneration, book profit shall carry the same meaning as per the Income Tax Act, 1961 or any other applicable provision as may be inforce for the relevant accounting year.

B) THAT total remuneration shall be calculated and become payable to the working partners in accordance to above para, the same will distributed and paid to the working partners as under :-

i) Upto book profit of Rs. 3,00,000/-	Rs. 1,50,000/- or 90% of book Profit whichever is more
ii) On the balance of the book profit	60% of such book profit.

C) THAT the partners named above will be entitled to remuneration up to Rs.1,50,000/- (Rupees One lacsFifty Thousand Only) in the accounting period in which the partnership firm has suffered loss on the basis of 'Income' or 'book profit' as computed under Explanation 3 to section 40(b) of the Income Tax Act. In case of Loss, All Partners by mutual consent will decide that Remuneration is to be paid or not.

D) Remuneration so calculated will be credited to Partners' respective accounts at the end of the year. However they are entitled to draw even periodically money from firm against such remuneration which shall be debited to their current/capital accounts.

E) That the above partners shall be entitled to modify the above terms and condition relating to remuneration, interest etc. payable to partners by executing a supplementary deed and such supplementary deed if executed shall be applicable from the First day of Accounting year in which year such deed is excuted and the same shall form part of this partnership deed.

TARY
J. G. Sable
VATI DIST
No.15406
IRY DT.
11-2024
OF INDIA

ANT G. SABLE
DV. & NOTARY
GOVT. OF INDIA
sarl, Amravati (MS)
M-9766697651

Rajesh K. Mishra Amit Talada Manvi

Notary

11. THAT the net profit / loss as the case may be, shall be determined after considering all the business expenses, commission and interest & remuneration to partners and probable bad debts etc. and same shall be divided amongst the partners in the following ratio:-

NAME OF THE PARTNERS	PROFIT & LOSS RATIO
1) Rajesh Kamalaprasad Mishra	50.00 %
2) Amit Ashok Talda	25.00 %
3) Manvi Amit Talda	25.00 %
	100.00 %

12. THAT the capital profit or loss, if any, shall also be shared by the partners in the above ratio.

13. THAT all the Partners to this deed are partners in their individual capacity. The partners do not represent any other person.

14. THAT all the Purchase agreements / Purchase Deed / Sale agreement / Sale deed of immovable property shall be signed, registered and executed complusory by the joint signatures of Partner no. 1 **AND** any one from Partner no. 2 or 3. In the same manner as mentioned hereinbefore, partners or their duly authorised nominee will be present for registration of the documents related to sale/purchase of immovable property.

15. THAT the firm may keep or open **its** Bank account or accounts with any Bank or Banks and shall be operated by the joint signatures of Partner no. 1 **AND** any one from Partner no. 2 or 3.

16. THAT no goodwill shall be payable to any partner or their legal heir or retirement or death of any partners. The goodwill shall always belong to the firm only.

17. THAT in case of death or retirement or insolveny of any partner, the firm shall not stand automatically dissolved. In case of death of any partner, surviving partners by taking their specified legal heir of the deceased shall continue the business in the partnership.

ANT G. SABLE
DV. & NOTARY
GOVT. OF INDIA
Murl, Amravati (MS)
M-9766697651

Rajesh K. Mishra Amit Talada Manvi

Notary

Specfied Legal Heirs to be admiteed as partners in case of Death of any of the Partners are -

Partner	Successors/Legal Heir
1. Rajesh Kamalaprasad Mishra	Brijesh Kamalaprasad Mishra
2. Amit Ashok Talda	Manvi Amit Talda
3. Manvi Amit Talda	Amit Ashok Talda

18. THAT in the event of dissolution of firm all assets and liabilities including stock in trade and Receivables (Udharies) shall be shared by all the Partners at book face value or may retain by one of the partner at market value/book value as may be agreed upon by all the Partners in writing. The accounts of the partners shall be settled amicably as per law.

19. THAT in case of the partners intend to withdraw or retire from the firm , he/ she shall have to give one month prior notice to in writing to the remaining partners intimating the intention to do so. On expiration of such notice, the partner giving the notice shall ceases to be the partner. Remaining partner may continue the business by admitting any new partner.

TARY J. G. Sable VATI DIST 15406 DT. 2024 OF INDIA

20. THAT save and accept as herein provided that the change in consitution of the said firm made by this agreement will be notified or registered under the INDIAN PARTNERSHIP ACT, 1932, and Income Tax Act, as per the legal requirements thereof.

21. THAT all the Partners shall be entitled to sue and defend on behalf of the firm.

22. THAT all the Partners together may agree to alter, amend and modify any of the terms or conditions of this deed, so can add any new Partner(s).

23. THAT none of the partner shall act, do or indulge into any business or purchase or/and sale of any goods on behalf of the firm which contravene the provisions of law. If any such act, commission or transaction or purchase or/and sale of any goods which contravene the provisions of any law is found to be done by any of the partner in the name of the firm, the partners so doing the act shall alone be liable for all the consequences that may arise.

Jayant Sable. JAYANT G. SABLE ADV. & NOTARY GOVT. OF INDIA Navsari, Amravati (MS) M-9766697651

24. THAT all the dispute arising out of partnership shall be referred

Rajesh. K. Mishra Amit Talada Manvi

N. R. S. No. 2295/2023
Dt 03.10.2023

(7)

Notary

for arbitration to the Arbitrator appointed by all the Partners to this deed mutually.

25. THAT any matter or point for which there is no specific provision in this deed shall be amicably settled by all the Partners keeping in view the provisions of the Indian Partnership Act, 1932.

IN WITNESS WHEREOF this Deed of Partnership is signed by all the Partners at Amravati on this 03rd day of October, 2023.

WITNESSES

1. Ashok R. Yadav
Near Darega Plot
Amravati

2. Hansa Chandiyal
Dasra Nagar
Amravati

PARTNERS

1. Rajesh. K. Mishra
RAJESH KAMALAPRASAD MISHRA

2. Amit Talda
AMIT ASHOK TALDA

3. Manvi
MANVI AMIT TALDA

G. Sable
TI DIST
.15406
Y DT.
.2024
INDIA

NOTARY
J. G. SABLE
AMRAVATI
Regd. No. 15406
GOVERNMENT OF INDIA

SIGNED BEFORE ME
Jayant Sable.
Adv. Jayant G. Sable
NOTARY- GOVT OF INDIA
AMRAVATI DISTRICT
03.10.2023

THIS DOCUMENT CONTAINTS....07....PAGES

NOTARY CANCELLED NOTARIAL